



# SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING N/A

PAGE OF 1 PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER USAID TRN-03-011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED February 12, 2003	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY US Agency for International Development Office of Procurement, Room 7.09.40 1300 Pennsylvania Ave., N.W. Room 7.09-40 Washington, D.C. 20523 Attn.		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

## SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 7.09.40 Ronald Reagan Building. See Address in Blk. 7 until 1600 local time 02/19/03 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME 202	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS @USAID.GOV FAX:202 216-
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## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	17. SIGNATURE		18. OFFER DATE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (2 )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY Office of Financial Management US Agency for International Development 1300 Pennsylvania Ave., N.W. 7th Floor Washington, D.C. 20523 Attn. Payment Branch		
26. NAME OF CONTRACTING OFFICER (Type or print) Division Chief, M/OP/EER	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

International and domestic airports constitute an important set of links both within Iraq and between Iraq and the rest of the world. Whether receiving humanitarian supplies, freight, or personnel, it will be important for both operational and symbolic reasons that airports within Iraq be quickly restored to some level of adequate service. The contractor shall provide airport assessments and operation management expertise to ensure that materials, supplies and people flow efficiently and safely through airports in Iraq assigned by the Government.

**B.2 CONTRACT TYPE AND CONTRACT SERVICES**

This is a Cost Reimbursement (CPFF Level of Effort) term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C Contract Line Items (CLIN) and Section F in accordance with the performance standards specified in Section F.

**B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

(a) CLIN 001 Airport Assessment - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$.00. The fixed fee, if any, is \$.00. The estimated cost plus fixed fee, if any, is \$.00.

(b) CLIN 002 Airport Improvement Implementation Plan - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$.00. The fixed fee, if any, is \$.00. The estimated cost plus fixed fee, if any, is \$.00.

(c) CLIN 003 Airport Operations - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$.00. The estimated cost plus fixed fee, if any, is \$.00.

(d) Within the estimated cost plus fixed fee (if any) specified in paragraphs above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder:

CLIN 001 \$

CLIN 002 \$

CLIN 003 \$

The Contractor shall not exceed the aforesaid obligated amount in each CLIN. See the clause entitled Limitation of Funds.

**Limitation of Funds - This contract is subject to the FAR clause:**

52.232-22

LIMITATION OF FUNDS

APR 1984

**B.5 INDIRECT COSTS (DEC 1997)**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

Ceiling Rates:

The government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

## SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

**C: STATEMENT OF WORK****I. Objective and Summary**

International and domestic airports constitute an important set of links both within Iraq and between Iraq and the rest of the world. Whether receiving humanitarian supplies, freight, or personnel, it will be important for both operational and symbolic reasons that airports within Iraq be quickly restored to some level of adequate service. The objective of this activity is to provide assessment and operation management technical expertise capabilities for specified airports in Iraq - two international and three domestic airports ( to be determined ). The purpose is to ensure that personnel, U.S. technical assistance materials and supplies, and other relief and rehabilitation cargoes, including food assistance and materials for reconstruction, enter the country smoothly. The Contractor shall provide all personnel, supervision, vehicles, equipment, tools, materials, and other items and services necessary to perform assessments and undertake operational management of specified airports. The activity supports USAID mission and other relief programs and will be carried out through a cost reimbursement, level of effort completion contract of up to eighteen months duration with an option for two extensions of up to one year each.

**II. Background**

Annually, significant amounts of USAID-funded and other relief and development supplies and materials as well as technical expertise, are flown throughout the world. The logistics of transportation are complex, and many factors determine the extent to which such supplies and materials reach destinations in a timely manner. The costs of inadequacies and constraints in the airport system are many, and include increased costs due to delay and deterioration of materials and supplies.

Frequently, airports operate inadequately, often due to poor logistical management, inadequate equipment and equipment maintenance, slow customs clearance, and poor coordination with land transport. Additional constraints may arise, such as inadequate fuel bunkering and supply capacities, and poor security. Airport management may be the responsibility of the national government, of a local government, of a civil authority, or of the military.

Overall, many of the airports utilized for transport of U.S. technical assistance and USAID-funded goods operate at levels far below the standards of the International Civil Aviation Organization (ICAO). Inadequacies of operation may be due to a legacy of neglected maintenance, poor site planning and development, lack of trained management, inadequate supporting infrastructure, such as electricity, or inappropriate and overly-restrictive local regulations and procedures. In instances of local or regional conflict, airport operations may be greatly constricted or simply halt, greatly impeding the flow of incoming materials and supplies.

The purpose of this activity is to provide USAID with a capability to improve airport management and operations so that the flow of USAID-funded and other goods and technical assistance is adequate and as unimpeded as feasible. This capability requires assessment of specified airports, development of plans to overcome airport-imposed constraints, and the provision of technical and other assistance needed to ensure that the specified airports can

manage an adequate flow of cargo. Since in the instance of local or regional conflict, airports may fail to be operational, the capability to be provided under this statement of work includes the direct provision of personnel to manage all aspects of the specified airports. The overall activity will be undertaken in support of and in cooperation with national or local authorities. Where operations have been directly under the management of the Contractor, the activity will include plans and assistance for a transition from Contractor management back to national or local management.

*Additional sensitive information will be provided during the pre-proposal conference.*

**Special Security Conditions:**

**U.S. Citizenship is required of KEY persons selected to perform under classified portions of this Contract. At a minimum an “Interim Secret” personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor’s facility. All access will occur at the Government’s facility either within the U.S. or overseas.**

No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information regarding this award must be approved in advance of release by the CTO (refer to Section H.10 of this contract for specific security guidance).

Implementation in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq.

**III. Statement of Work**

The Contractor shall provide services and management in the following areas:

- A. Technical assistance to make management assessments of two international and three domestic Iraqi airports to be specified by USAID. Such assessments will address all airport resources, systems, utilities and facilities *in place* for the control, safety, service and security of aircraft in the air and on the ground at the specified airport locations as well as all airport resources, systems, utilities and facilities *necessary or required* for the control, safety, service and security of aircraft in the air and on the ground at specified airport locations.



- B. Technical and other assistance to plan implementation of airport improvements, including site improvements, freight unloading and storage, labor management, transport improvement, customs clearance, security, and many other aspects of airport operation.
- C. Technical and other assistance to directly manage and operate part or all of the two international and three domestic Iraqi airports, to be specified by USAID. Such direct operation will ensure the adequate throughput of USAID-funded and other freight, emergency supplies, developmental materials and other technical assistance.

The Contractor will work closely with the USAID Contractor undertaking infrastructure reconstruction and construction (i.e. runway repairs). The assistance to be provided is further described in the tasks below.

### **Tasks and Activities**

#### **1. CLIN 001: Initial Airport Management Assessments**

The contractor shall provide an assessment of all airport resources, systems, utilities and facilities in place for the control, safety, service and security of aircraft at two international, and three domestic airports in Iraq, to be specified by USAID. The assessment shall include an analysis of all local and international airport requirements, ordinances, leases, agreements, laws and regulations – including a limited environmental impact and mitigation assessment -- as well as current conditions, possible future levels of airport performance and a prioritized list of improvements necessary to achieve those various future levels of performance. The contractor shall review systems, facilities, utilities, management, personnel, material, fuel, administrative requirements and contractual agreements required to permit the airports to operate at required current minimal and possible future levels. Any current impediments for achieving future levels of performance shall be noted. The assessment shall be mindful of industry best practice for control and safety of aircraft, personnel and cargo. The assessment shall include a prioritized list of improvements necessary to assure the airports operate in accordance with ICAO standards and requirements. All suggested improvements to meet various future levels of performance shall be accompanied by a cost analysis for the improvements. The local civil aviation authority shall be consulted.

Preparation of Airport Management Assessments: It is expected that the contractor will perform airport operational assessments quickly (within two weeks of contract inception), with a focus on prioritizing those issues and recommendations most directly required to meet the needs of the transport of USAID-funded and other materials and supplies. Desirable but not priority airport improvements shall be included only when they have the potential to impact negatively on the adequate flow of USAID-funded materials and supplies and personnel. Initial airport assessments should include an executive summary, a concise background of existing status and conditions, a concise description of constraints (particularly those that may impede the adequate flow of USAID-funded and other relief materials and supplies and personnel), and a concise set of recommended solutions to priority constraints. Areas needing further inquiry should be identified provided they have a reasonably direct bearing on improving specific airport management to meet USAID needs. The Contractor shall work closely with the USAID

contractor responsible for airport infrastructure reconstruction and construction. Initial airport assessments should include an illustrative but reasonably accurate budget for priority improvements and, as feasible, present expenditure options related to increased levels of airport improvement. Initial airport assessments should also include a brief work plan, with identification of personnel and material resources required, to undertake priority improvements in the most expeditious manner feasible.

It is expected that the assessments of the two international and three domestic airports in Iraq, to be specified by USAID, shall be carried out when the environment is considered permissive, including preparation of draft assessment reports, within a maximum of three weeks by a team of qualified personnel together with support staff. *The Contractor shall include in the assessment the estimated monthly fuel requirement for up to one year of program implementation.*

It is assumed that assessments will be phased. The Contractor will provide the draft airport assessments to the CTO. USAID will provide verbal and written comments to the Contractor within five working days of receipt of the draft assessments. USAID comments and the additional contractor responses shall be included in the Contractor's final assessment report.

## 2. CLIN 002: Planning Implementation of Airport Improvements:

Concurrent with completion, and approval by USAID, of initial airport assessments, the Contractor will proceed to plan the implementation of USAID-approved airport management improvements. The Contractor shall prepare an adequately detailed work plan, together with the details, personnel requirements, material needs and specifications, implementation method, training needs, and budget for the work to be undertaken. This plan shall be submitted to USAID within three weeks of contract inception for review, comment, and approval.

Work plans for airport management improvement must give priority to the most immediate improvements required to facilitate the adequate flow of USAID-funded and other relief materials, supplies, and commodities and technical expertise. The quantity and quality of proposed improvements should be linked to the quantity and type of USAID-funded and other relief materials, supplies and commodities likely to be delivered through the airports. The work plan should, as feasible and needed, provide options with respect to the amounts and types of improvements to be made as they relate to the amounts and types of materials, supplies, commodities, and personnel that could be delivered through the airport. Desirable improvements of secondary priority may be set out in the plan, but these should be restricted to those most directly linked to facilitating the flow of USAID-funded materials through the airports. As required, work plans should identify steps to be taken, along with material and training needs to strengthen national or local management of airport improvements in a sustainable manner.

No actual airport improvements work shall be undertaken without written USAID approval of the work plan.

### 3. CLIN 003: Direct Operation of Airports

From time to time, and especially in the instance of local or regional conflict, it may be in the interest of the US Government that part or all of the two international and three domestic airports in Iraq, as specified by USAID, be managed directly by the Contractor. The contractor should be prepared to undertake this task within four weeks of contract inception. As required, USAID will facilitate transfer of authority over the airports from national or local agencies to the Contractor. It is expected that direct operations of the airports will occur only on an emergency basis and that operations will continue for an unspecified period of time until a transition of authority returns control to national or local agencies. In such instances, the Contractor may be required to carry out CLINs 001 and 002 above, along with this CLIN, as quick-response emergency tasks that may need to be coordinated with military authorities.

#### **Preparedness Planning**

The Contractor shall produce a prototype plan for the immediate assumption of airport management and assume that the Contractor will be required to provide most, if not all, management elements of airport operation. The plan should focus on those elements of airport improvement and management required to meet USAID needs, especially those related to expeditiously opening airports to flights and offloading materials, storage, and transfer to land transport. The plan should identify the personnel, equipment, and material requirements needed to operate the airports and the local personnel and resources available to operate the airports. It should identify and schedule any elements of additional assessment of airport status that may need to be undertaken. It should include several scenarios for several different levels of intervention and forecast the length of time required under each scenario to achieve minimal capability and a gradual increase in capacity. The Contractor should assume that the airports and airport areas will be reasonably secure and that there will be a need to coordinate activities with military security and military logistics staff. Air traffic control functions will be the responsibility of the U.S. military. The plan shall identify key Contractor personnel required and immediately available to undertake implementation of emergency airport operational management, and forecast the schedule on which all necessary personnel will be deployed.

The Contractor shall develop the plan within three weeks of the start date of this contract.

#### **Direct Airport Operation and Management**

When directed to assume management of airport operations, it is expected that the Contractor would be prepared to begin implementing the Preparedness Plan described above. It is recognized that the Contractor may be required to carry out certain elements of CLINs 001 and 002 above in order to implement the preparedness plan and begin to operate the airports at a minimal level. The Contractor shall make every feasible effort to shorten the period for preparing initial assessments and work plans for improvement, with a goal of identifying all needed materials, personnel, budget needs, and implementation plan within 10 working days of contract start date or completion of initial assessment. The assessments of airport status (CLIN 001) and work plan for implementing airport improvements (CLIN 002) shall be linked to the most critical priorities for achieving the maximum needed airport operation capacities as rapidly as feasible.

It is probable that the Contractor will need to operate, and perhaps to provide, some or many of the aspects of airport management described in the list at CLIN 001 above. In general, the Contractor is expected to provide:

**Financing Airport Operations:** In the event that USAID directs the contractor to manage and operate the airports, start up funds and working capital to begin implementation of the operation plan shall be provided by USAID. Start up capital shall be provided to cover initial facility and equipment replacement and repair, including the purchase of necessary forklifts and other equipment, as proposed by the contractor and approved by USAID from the airport assessments, improvement plan and operational plan. Start up working capital shall be provided to cover initial operation of the airports. After airport operations begin, working capital for labor, facilities and equipment operation and maintenance, airport overhead and contractor profits shall be obtained from fees and charges to carriers and freight owners. USAID shall approve the fee and charge schedule and the level of contractor profit from operations. The contractor shall present USAID with monthly financial statements outlining the costs, revenues and profits from operations. The contractor shall maintain separate bank account(s) and records regarding airport costs and revenues under this contract. To the extent that revenues exceed costs and negotiated maximum profit margin, USAID shall determine the use of any remaining funds in the airport accounts.

**Coordination with Military and Civil Authorities:** The Contractor will be responsible for coordinating airport operation with appropriate national, local, and US military and civilian authorities. USAID will facilitate this function.

**Security:** The Contractor will be responsible for providing security for all aspects of airport operation within the airport perimeter. This function is likely to be provided in liaison with and coordination with appropriate national, local, and US military and police functions.

**Transition:** The Contractor will be responsible for planning the transition of return of airport control to national or local agencies, civil or military, and for implementing the transition plan. To carry out this function, the Contractor is expected to identify training, equipment, and other needs to enable the return of adequate national or local agencies, and to carry out such activities, including providing a continuing program of technical assistance as required and agreed by USAID.

Other airport operations and management functions as may be directed by USAID.

The Contractor shall undertake the direct operation of airports only as directed by USAID.

#### **IV. Deliverables**

- A. Airport Assessments: a minimum of 5 airport assessments will likely be required, as described in CLIN 001.
- B. Detailed Work Plans for Airport Operation and Improvement: a minimum of two such plans per airport will be required, as described in CLIN 002.
- C. Preparedness Plan: one plan per airport, as described in CLIN 003.
- D. Direct Airport Operations and Management Monthly Reports: as directed by USAID.
- E. If direct operation and management is requested by USAID at a single airport, the Contractor shall ensure equipment is installed and operating and administrative systems are in place to permit freight flights and passenger flights within 4 weeks of the contract start date.
- F. If direct operation and management is requested by USAID at one international airport, the Contractor shall ensure equipment is installed and operating and administration systems are in place to permit international freight flights and passenger flights within six months of the contract start date.
- G. If direct operation and management is requested by USAID at two international airports, the Contractor shall ensure equipment is installed and operating and administrative systems are in place to permit international freight flights and passenger flights at both airports within twelve months of the contract start date. By the end of one year international commercial air links and international air connections will be restored.

## **V. Evaluation of Project Status**

USAID will conduct an internal assessment of project results and annual status prior to the end of each six month period of project implementation, and provide the results of that assessment in writing to the Contractor.

## **VI. Reporting Requirements**

The Contractor will submit a monthly report to USAID specifying progress achieved according to the annual work plan, highlighting monthly achievements, and noting activities planned for the next month. Airport operation costs, revenues and profits shall be provided with broad category detail provided. Unless otherwise agreed to by USAID, the report shall be submitted to USAID within 5 working days after the end of each month.

## **VII. Personnel**

It is anticipated that to carry out the tasks described herein, the Contractor will engage and retain appropriate professional and support personnel as described in the following functional labor categories. It is anticipated that significant amounts of international travel will be required.

The contractor shall designate a Senior Project Manager and support staff for all contract activity. USAID approval of proposed staff and staffing pattern is required. For CLIN 003 - Airport Operations - the government estimates the following key position manager requirements for direct airport operations. The contractor may propose a different mix of managers for CLIN 003 airport operations. They shall perform the above tasks, under the control of USAID and the contractor's Senior Project Manager (KEY):

Airport Director (KEY)

Terminal Manager(s) - Overall airport management and relations with vessel masters.

Receiving Manager - Working with cargo title owners and carriers. Inspect, count and measure cargoes.

Delivery Manager - Working with cargo title owners and their carriers, transferring cargo from the airport area. Inspect, count and measure cargoes - Delivery receipts.

Facilities and Equipment Manager

Safety / Environmental Manager - Safety and security of individuals, cargo and carriers. Public Health.

Warehouse Manager - Transit sheds, warehouses and cargo control at the airport

Executive Manager - Administration, Records, Timekeeper, Clerical, Financial, Documentation, Labor relations and Procurement.

Deployment of personnel will not occur until a permissive environment is available. The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff. It should be noted that USAID will be providing direct compensation to locally-hired consultants, defined as professionals who had been nominally the employees of the former regime, but who are now unemployed as a result of conflict, through a separate contract. This support is intended to ensure that essential services that were undertaken by the former regime are maintained. The contractor shall nominate individual professionals that will assist with airport operations and be compensated through the separate contract.

**SECTION D - PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-10	INSPECTION OF FACILITIES	APR 1984
52.246-5	Inspection of Services - Cost Reimbursement	APR 1984

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

The airports and facilities specified by USAID for contractor operation and management.

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-16	STOP-WORK ORDER--FACILITIES	AUG 1989
52.242-15	STOP-WORK ORDER - with Alternate 1	AUG 1989



**F.2 LEVEL OF EFFORT**

(a) The contractor shall devote \_\_\_\_\_ person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category for the base period is:

(d) The level of effort by labor category for the first option period is:

(e) The level of effort by labor category for the second option period is:

**F.3 PERIOD OF PERFORMANCE**

The period of performance for this contract is up to eighteen months beginning February \_\_\_\_\_, 2003 and continuing through August \_\_\_\_\_, 2004. The period of performance for option periods, if any, is:

OPTION PERIOD 1    August \_\_\_\_\_, 2004 up to August \_\_\_\_\_, 2005

OPTION PERIOD 2    August \_\_\_\_\_, 2005 up to August \_\_\_\_\_, 2006

**F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Section I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

The contractor shall deliver the following reports to the government:

1. CLIN 001 - Assessment report(s) covering the ports specified by USAID - Two weeks after contract inception.
  2. CLIN 002 - Port Improvement Implementation Plans covering the ports specified by USAID - Three weeks after contract inception.
  3. CLIN 003 - Progress Reports; Operating Costs, Revenue and Profit Reports - 5 days after the end of each month.
  4. CLIN 003 - Monthly Reports, with an end of contract report with recommendations for future port operations.
- Other reports required by the Contract terms and conditions.

### **F.6 PROGRESS REPORTING REQUIREMENTS**

See Section F.5

#### **F.7 KEY PERSONNEL**

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
	Senior Project Manager
	Airport Director (Named for each airport specified)

Special security conditions and responsibilities apply to all persons working on classified portions of this contract.

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

#### **F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI**

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100  
Fax Number 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures  
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been USAID, or to the extent allowed under the applicable payment clause, will be USAID currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

## **G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is or his or her designee at:

Telephone:

**G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## **G.5 PAYING OFFICE**

The paying office for this contract is:

Office of Financial Management  
US Agency for International Development  
1300 Pennsylvania Ave., N.W. 7th Floor  
Washington, D.C. 20523  
Attn. Payment Branch, M/FM/CMP

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal: 0

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated: \$.00



**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

USAID AIDAR 752.7027 PERSONNEL DEC 1990

**H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

**H.2 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Sara Payne or Diane Ford  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: 703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation  
P.O. Box 5375  
Timonium, MD 21094-5375  
Telephone: (410) 453-6300 in Maryland;  
or (800) 537-2029 (toll-free)  
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

### **H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 000 and 935.

### **H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

To be determined.

### **H.5 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

### **H.6 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

## H.7 PERSONNEL COMPENSATION

### (a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

### (b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

### (c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

### (d) Annual Salary Increases

One annual salary increase not more than \_\_\_\_\_ (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

### (e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Non-overseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(END-OF-CLAUSE)

**H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING  
REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY  
CONTRACTING REPORT**

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

**H.9 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

**H.10 SECURITY REQUIREMENTS:**

**NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-2	SECURITY REQUIREMENTS	AUG 1996

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS

567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A completed copy of the DD 254 is attached via Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The CTO is responsible for managing the clearance requirements for this contract

**At the time of award, the contractor does [ ] does not [ ] have a Secret level facility clearance.**

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.

(d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contract, the contractor is responsible for issuing the security guidance provided by USAID to any

subcontractor and ensuring that subcontractors comply with security requirements of the contract.

(g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request." The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE I (OCT 1995)	Jan 1997
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996



52.232-21	LIMITATION OF COST (FACILITIES)	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	7/02
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST-REIMBURSEMENT	AUG 1987
	ALTERNATE IV (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	Source, Origin, and Nationality Requirements	FEB 1997
752.225-71	Local Procurement	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
@ 752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed one year. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor 60 days prior to the end of each contract term.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

**I.4 52.232-25 PROMPT PAYMENT (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is

not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[HTTP://WWW.ARNET.GOV/FAR](http://WWW.ARNET.GOV/FAR)

[HTTP://www.usaid.gov](http://www.usaid.gov)

**I.6 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.7 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include

research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staff; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER  
ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

**ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA  
SHEET**

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA**

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 5 - SECURITY FORM - Contract Security Classification Specification, DD  
Form 254**

A completed hard copy is attached; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 6 - Freight Delivery Request Form**

**ATTACHMENT 7 - Contractor's Performance Report - Proposal shall include information contained in the "Contract Data" section of the attached form, covering those past performance contracts that the offeror wants the government to consider.**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)****(a) Definitions.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD  
LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end-products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it  is,  is not a State agency or charitable institution, and that it  is not immune,  is partially immune,  is totally immune from tort liability to third persons.

**K.6 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and  agrees to the terms and conditions set forth therein; or  has the following exceptions (continue on a separate attachment page, if necessary):

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**K.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-

37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ] has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.8 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	Instructions to Offers - Competitive Acquisition	(March 2001)
52.215-2	Audit and Records - Negotiation	(June 1999)

52-215-5	Facsimile Proposals	(Oct 1997)
52.215-8	Order of Precedence - Uniform Contract Format	(Oct 1997)

### **52.215-1 Instructions to Offerors-Competitive Acquisition.**

Instructions to Offerors-Competitive Acquisition (May 2001)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for

receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial

carriers should ensure that the proposal is marked on the outermost wrapper with the information in

paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address

if available);



- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that

proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same

time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile

proposals, proposals may be withdrawn via facsimile received at any time before award, subject to

the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by

the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency

Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and

time, and may submit modifications in response to an amendment, or to correct a mistake at any time

before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of

notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified

on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want

disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to

use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors

(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain

the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right

to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting

Officer determines that the number of proposals that would otherwise be in the competitive range exceeds

the number at which an efficient competition can be conducted, the Contracting Officer may limit the

number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity

offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional

administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially

unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable

total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be

rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the

Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror

within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source

selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the

successful offeror.

(End of provision)

#### GENERAL INSTRUCTIONS TO OFFERORS

- (a) **RFP Instructions.** If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this Solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals to obtain an answer in time to meet that deadline.

- (b) **Accurate and Complete Information.** Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (c) **Pre-award Survey.** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

(d) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18.
- (2) Insertion of the Prime Contractor's indirect cost rate information In Section B;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other section of this RFP.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(e) **Proposal Preparation Costs.** The U.S. Government will not pay for any proposal preparation costs.

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Reimbursement, (CPFF, Level of Effort) contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
 U.S. Agency for International Development  
 1300 Pennsylvania Ave., N.W.  
 M/OP/EER, Room 7.09.073  
 Washington, D.C. 20523

Mailing Address:

US Agency for International Development  
1300 Pennsylvania Ave., N.W.  
M/OP/EER, Room 7.09.073  
Washington, D.C. 20523  
Attn:

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[HTTP://WWW.ARNETH.GOV/FAR/](http://WWW.ARNETH.GOV/FAR/)  
[HTTP://WWW.USAID.GOV](http://WWW.USAID.GOV)

**L.5 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to 5 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending one original and three paper copies of a technical proposal and one original and 3 copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) one original and three paper copies of a technical proposal and one original and 3 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

**L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

**TECHNICAL EVALUATION CRITERIA**

**CORPORATE EXPERIENCE-** The offeror shall provide information which demonstrates its experience operating and maintaining a seaport facility similar to that which is described in Section C of this solicitation. The evaluation will include an assessment of the prime contractor's depth and breadth of geographic and operational experience in efforts similar to the Statement of Work. The offeror shall also describe its experience managing this type of operation in a hostile or post-conflict environment.

**KEY PERSONNEL –** The contract resulting from this solicitation will include a key personnel clause and the quality of the offeror's proposed key personnel will be an evaluation factor . The offeror shall include resumes and Employee Biographical Data Sheets (See Section J - Attachments) for the proposed key personnel as well as a statement signed by each key individual confirming their intention to serve in the stated position and their availability to serve for the term of the contract.

**CORPORATE CAPABILITY –** The offeror shall provide the following information which shall be used to evaluate corporate capability: 1) Explain the roles of each of the key personnel and note any proposed subcontracting relationships. 2) submit a management structure chart or flow chart to show how the operation will be managed and by whom and what role the corporate office will play in this effort. Describe the strengths of the corporate support that will be provided to support performance of this contract.

**PAST PERFORMANCE** The offeror shall provide past performance references for itself and each major subcontractor (major is defined as a subcontractor performing at least 20% of the duties in the Statement of Work) proposed in response to this solicitation.

For the offeror and each major subcontractor list 5 or more past or current contracts for efforts similar to this requirement. Similar refers not only to the type of activity but also to the size, scope, and complexity. To ensure uniformity of information for conducting the reference checks, the contractor/subcontractor shall complete Part 1 (Blocks 1 through 9 - Contract Data) of the Contractor's Performance Report (See Section J - Attachments) for 5 or more contracts. The name and telephone number for all contracts is required. It is recommended that the contractor/subcontractor alert the contacts that their names have been submitted and they are authorized to provide the past performance information when requested. The list shall be an attachment to the proposal.

If the offeror/subcontractor encountered any problems on any of the referenced contracts, they made provide a short explanation and the corrective action taken. Space is provided in block 6 of the Short Form for this purpose. Offerors/subcontractors shall not provide general information on their performance.

Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service described in the Statement of work. This information is not included in the page limitation.

USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and the best value decision.

The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 20 pages (OVER 20 PAGES WILL NOT BE EVALUATED) and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297 mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 20-page limitation.

#### **L.7 INSTRUCTIONS REGARDING KEY PERSONNEL**



The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

#### **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

##### **COST PROPOSAL INFORMATION**

The offeror shall submit an **Original and three copies of a Cost/Business Management Proposal consisting of the following:**

*(Offerors shall organize their Cost/Business Management Proposals in the following manner. )*

**Part 1            Standard Form (SF) 33**

**Part 2            Labor Cost and level of effort** for each of the individuals proposed for performance on this contract.

**Part 3            Fringe Benefit Information** (prime/subcontractors)

**Part 4            Indirect Cost Information (i.e., NICRA or Audited Financial Statements)** (prime/subcontractors)

(i) The offeror and each proposed major subcontractor shall submit a complete copy of its most current Negotiated Indirect Cost Rate Agreement or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency and the name and telephone number of the auditor.

(ii) If the offeror or any major subcontractor does not have a cognizant Government Audit Agency, audited balance sheets and profit/loss statements for the last two complete fiscal years and the current year-to-date statements (or lesser period of time if the offeror is a newly-formed organization) must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computation of the basis for the indirect cost rate(s) proposed.

(iii) Unless the offeror's and each major subcontractor's NICRA contains a fringe benefit rate(s), the rate(s) proposed shall be supported by a detailed breakdown comprising each item of fringe benefits (i.e. unemployment insurance, retirement, worker compensation, etc.) and the costs of each expressed in dollars and as a percentage of salaries.

**Part 5 Other Direct Costs** - (prime/subcontractors) – The offeror and each major subcontractor shall include any per diem costs, housing allowance, travel costs, supplies, etc. for performance of this contract.

**Part 6 Profit** (prime/subcontractors) – The offeror and each major subcontractor shall include the profit / fee proposed for this effort.

**Part 7 Operations Financing Plan** (prime) – The offeror shall submit a statement of your agreement with the CLIN 003 operations financing plan -- USAID will provide start up financing, working capital and operating working capital, overhead and profit for the contractor covering initial start-up costs, and the contractor shall generate future airport working capital, overhead and profit from port fees and charges.

**Part 8 Established Policies and Procedures Information (including Concerning Work-Day, Work-Week, and Paid Absences)** (prime/subcontractors) – The offeror and each major subcontractor shall submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel, and per diem regulations, etc. This information is not required if the offeror has prior Federal government contracting experience.

**Part 9 Representation, Certifications, and Other Statements of Offerors (See Section K)** (prime/subcontractors) - The offeror and each major subcontractor shall complete Section K, Representations, Certifications, and Other Statements of Offeror” and sign and date on the last page in the space provided.

**Part 10 Evidence of Responsibility** (prime/subcontractors)

The offeror shall submit evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR 9.104-1. In the absence of sufficient evidence for the Contracting Officer to make an affirmative determination responsibility, the offeror may be considered to be nonresponsive, thereby precluding award of the contract. Accordingly the prime contractor should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must:

- (i) Have adequate financial resources to perform the contract or the ability to obtain them (See FAR 9.104-3(a));
- (ii) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (iii) Have a satisfactory performance record. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (iv) Have a satisfactory record of integrity and business ethics;
- (v) Have the necessary organization, experience, accounting, and operational controls, technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor or subcontractors.)
- (vi) Have the necessary production, construction, and technical equipment and facilities (if required), or the ability to obtain them.
- (vii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. Equal Opportunity, Clean Air and Water, etc.)

#### **Part 11 Letters of Commitment (subcontractors)**

The offeror must include a letter, on subcontractor letterhead, and signed by an authorized representative of each major subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

The offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Section 9.104-1.

#### **L.9 DELIVERIES TO LOADING DOCKS [FOR USAID/W ONLY]**

All offerors delivering proposals contained in boxes through carriers other than UPS, FedEx, and the US Post Office will be required to complete a Freight Delivery Request Form, (Attachment \_6\_), and return via facsimile to the Negotiator for submission 72 hours in advance of delivery. The facsimile number is \_\_-\_\_See Solicitation Cover Page\_\_(Negotiator's facsimile).

The CO or his/her designee will forward the form to Bureau of Management, Office of Administrative Services, Consolidation, Property and Services Division, (M/AS/CPD), Ronald Reagan Building & International Trade Center (ITC) Loading Dock Manager. The telephone number for M/AS/CPD is (202) 789-4388. Once a RRB loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance.

USAID delivery hours are from 9:00 a.m. to 3:00 p.m., Monday through Friday. Deliveries to be made before 9:00 a.m. and after 3:00 p.m. must receive prior approval from M/AS/CPD.

Advance notice of 72 hours must be given for all deliveries to the RRB. The Freight Delivery Request Form must be filled out by the freight company, then signed by the customer, and forwarded to the M/AS/CPD. GSA does not accept unscheduled deliveries. Deliveries through the ground-level doors, on either the 13th street, the 13 ½ street, or the 14th street, are strictly prohibited and will be turned away.

All vendors must report to the Southeast Federal Center, 3rd & M Street SE, Washington, DC, for security scanning prior to reporting to the RRB. When the scanning is complete, the vendor has 30 minutes to report to the RRB.

The Loading Dock entrance is located at the 14th Street, South entrance to the RRB. The security guard will check for a valid state driver's license or commercial driver's license (CDL), vehicle registration card, and Bill of Lading/Manifest, and will inspect the vehicle for security purposes.

Vendors making repeat daily deliveries (such as United Parcel Services (UPS), Federal Express (FedEx), and U.S. Postal Services) must submit an annual roster with the required information to M/AS/CPD for the primary and alternate driver. Any changes to this roster must be immediately reported to M/AS/CPD.

Preferred truck size is 55 feet from bumper to bumper. If a larger truck is needed, the maximum trailer size is 45 feet, and the cab has to be parked in another bay. Arrangements must be made in advance with M/AS/CPD to ensure that a bay will be available to park the cab during off-loading.

Vendors and/or clients must mark at least two sides of all deliveries, see information below. The following information must appear on the package/packing slip:

AGENCY: U.S. Agency for International Development, [Branch designation]

NAME: \_\_\_\_\_

ADDRESS: 1300 Pennsylvania Avenue, NW, Room Washington, DC 20523, Rm \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

The driver is responsible for ensuring that all goods and materials are scanned through the loading dock X-ray machine. The driver must provide hand trucks, pallet jacks, or any other equipment needed to unload the delivery.

After the goods have been inspected and approved by the GSA Dock Guards, the USAID Designated Receiving Agent will deliver them to the customer for USAID.

(c) **Mailing Addresses.**

Proposals should be delivered to the following addresses:

**If Sent via U.S. Postal Service:**

**Hand-Carried, or via Courier Service**

Mr.  
Contract Specialist  
USAID, Office of Procurement  
Ronald Reagan Building  
1300 Pennsylvania Avenue  
M/OP/TC, Room 7.09-40  
Washington, D.C. 20523-7900

Ronald Reagan Building  
14th Street Entrance (only)  
Check in at the Visitor's Desk and call  
Room 7.09-40  
at ext.

(c) **Issuing/Closing Dates.**

(i) **Closing Date and Time.**

All proposals in response to this RFP shall be due at the above address, not later than - **See the solicitation cover page.**

(ii) **Late Proposals.**

Late proposals shall be subject to the restrictions set forth in FAR 52.215-1. If a proposal is received late or is not eligible for consideration in accordance with the FAR, then the Government will reject that offer without evaluation. For purposes of this RFP, the Government will use a designated watch or clock as the official time for purposes of lateness.

- (d) Offerors shall submit an original and 3 copies of a written technical proposal in response to this solicitation. The technical proposal shall be entirely separate from the Cost/Business Management proposal and shall make no reference to the cost or pricing data.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

See Section L.1

**M.2 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category. Major categories are considered equal in importance. Within major categories sub-categories are listed in descending relative order of importance (unless otherwise noted), so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

**TECHNICAL EVALUATION CRITERIA****1. Corporate experience to carry out activities in this Solicitation**

- (i) Assessment of the Prime's and major subcontractor's demonstrated depth and breadth of geographic and operational experience in the activities as outlined in the Scope of Work (Section C).
- (ii) Assessment of the prime and major subcontractor's experience in hostile and post-conflict environments.

**2. Key Personnel**

- (i) Assessment of the qualifications of the individuals proposed as key personnel for this contract. The Government will review their qualifications as they relate to work in similar areas as that described in the Section C.

### 3. Corporate Capability

Assessment of the Offeror's capability to successfully perform the contract in an effective and efficient manner as reflected by the proposed management structure or flow chart.

### 4. Past Performance

Assessment of the offeror's and major subcontractor's past performance will be based on the reference checks conducted by the Technical Evaluation Committee. This evaluation will focus on the offeror's demonstrated:

- (i) Timeliness of performance, including adherence to contract schedules, and effectiveness of home and field office management to make prompt decisions and ensure efficient operations of tasks;
- (ii) Cost control;
- (iii) Quality of product or service including how cooperative and effective the prime was in fixing problems;
- (iv) Customer satisfaction, including satisfactory business relationship to clients, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems;
- (v) Effectiveness of key personnel, including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel or deliverables when problems were identified either by the contractor or by the client.

The above past performance sub-categories are of equal value.

In cases where an offeror lacks relevant past performance history or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. The neutral rating provided to these offerors is at the contracting officer's discretion based on the past performance ratings for all other offerors. Prior to assigning a neutral past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's past performance.

## **M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer

requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

#### **M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

#### **M.5 Trade-off analysis and best value determination**

In accordance with section L. of this solicitation, award will be made by the Contracting Officer to the responsible offerors whose proposals, conforming to the solicitation and considering the above evaluation criteria, represents the best value to the U.S. government. The evaluation criteria set forth above will be used by the Contracting Officer as a guide in determining which proposals present the best value to the government. The trade-off method will be utilized under this procurement.

The government may reject any or all proposals if such action is in the government's interest.

The government may waive informalities and minor irregularities in proposals received.

The government intends to conduct negotiations with offerors that are determined to be in the competitive range.

In recognition of the fact that the final ranking may not be entirely reflective of the relative technical positions of competing offerors, price/cost may become a determining factor in offeror selection if the Contracting Officer determines that competing technical proposals are essentially equal, or if the Contracting Officer determines what a higher evaluation based on technical criteria might mean in performance and what it would cost the U.S. government to take advantage of it. Conversely, if the Contracting Officer determines that competing cost proposals are essentially equal, technical rankings may become a determining factor in offeror selection.

The technical evaluation committee may give more weight to the past performance information that is considered more relevant and/or more current.



**COST/PRICE EVALUATION**

The proposed total estimated cost will be carefully evaluated for reasonableness, completeness, credibility, and realism. The ability of the offeror to control cost shall also be considered as part of the evaluation of cost/price.

The Government will make a determination of probable cost as provided by the Federal Acquisition Regulation and it reserves the right to adjust the proposed total estimated cost based on its assessment of reasonableness, completeness, credibility, and realism. The results of this evaluation shall be considered in determining the best value to the Government.

**ATTACHMENT 1**

**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
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17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
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## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Procurement Policy Division (M/OP/P)  
Washington, DC 20523-1435,  
and  
Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

**ATTACHMENT 3**

**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**



## INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**ATTACHMENT 4**

**CERTIFICATE OF CURRENT COST AND PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ are accurate, complete, and current as of \_\_\_\_\_.\*\*

FIRM: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.